

Except as more specifically limited below with respect to Plaintiff, access to the Protected Material shall be limited to the Receiving Party and such attorneys, experts, consultants, and other advisors or agents of the Receiving Party (its “Representatives”) to whom disclosure is reasonably necessary for purposes of this litigation, and who shall be advised of the obligations imposed by this order and who shall execute an acknowledgment of same in substantially the form attached to this order as Exhibit A.

3. A Receiving Party and its Representatives (a) may not distribute, disclose, divulge, exchange, sell, give away, or otherwise make any Protected Material available to anyone except as provided in this order; (b) must hold the Protected Material in confidence, exercising a degree of care not less than the care used to protect its own confidential or proprietary information from theft, loss, or intentional or inadvertent disclosure; (c) must restrict disclosure of the Protected Material to those Representatives with a need to know; and (d) must advise the Representatives of their confidentiality obligations with respect to the Protected Material. Absent written permission from CCCI or a court order secured after notice to CCCI and all other interested persons, no party may file in the public court record any Protected Material, and nothing in this order shall be construed as a representation or admission that any Protected Material is admissible into evidence.

4. Specifically with respect to Plaintiff as a Receiving Party, access to the full mass of the Protected Material shall be limited solely to Plaintiff’s outside retained expert(s) and consultant(s). Neither the United States Attorney’s Office for the Northern District of Texas nor the Department of Labor will have access to the full mass of the Protected Material. Instead, information about the Protected Material may be provided to the United States Attorney’s Office for the Northern District of Texas and the Department of Labor by Plaintiff’s expert(s) or consultant(s) only as necessary for purposes of the litigation in the limited context of the relevant

expert's or consultant's provision of reports and opinions (for example, limited citations to code to illustrate a specific point in an expert's report would be permissible).

5. Each Receiving Party shall ensure that all Protected Material in its or its Representatives' possession is returned to CCCI not later than 10 days after the final disposition of this case, with the exception of any expert reports or other records of the impressions and opinions provided by a Receiving Party's retained expert or consultant, which may be retained by the Receiving party.

6. In the event that a Receiving Party or any of its attorneys, experts, consultants, and other advisors or agents is required by law, regulation, government agency or court order, discovery request, subpoena, or civil investigative demand to disclose any of the Protected Material, the Receiving Party will (i) provide CCCI with prompt written notice so that CCCI can work with the Receiving Party to limit the disclosure to the greatest extent possible consistent with legal obligations and (ii) use reasonable efforts to minimize such disclosure and to obtain an assurance that the recipient will accord confidential treatment to the Protected Material, and will notify CCCI contemporaneously of such disclosure.

7. The terms and obligations of this order shall survive and remain in effect after the final disposition of this case. The Court retains jurisdiction after the final disposition of this case to hear and resolve and disputes arising out of this order. This order is without prejudice of the right of CCCI to seek further or additional protection of the Protected Material and is without prejudice to any other remedies CCCI may have with respect to the Protected Material.

8. The terms of this order shall be binding upon the parties and the parties' attorneys, experts, consultants, and other advisors or agents, and any other persons within their control.

9. Nothing in this order shall be construed to modify the provisions, operation, or

effect of any local civil rule of this court.

SO ORDERED on this **24th day of August, 2015**.


Reed O'Connor
UNITED STATES DISTRICT JUDGE

EXHIBIT A

I, _____, acknowledge and declare that I have received a copy of the Protective Order in Perez v. Allied Pilots Association et al., United States District Court, Northern District of Texas, Civil Action No. 4:14-CV-997-O. Having read and understood the terms of the Protective Order, I agree to be bound by the terms of the Protective Order and consent to the jurisdiction of said Protective Order for the purpose of any proceeding to enforce the terms of the Protective Order.

Name: _____

Dated: _____

[signature]